

CHAPMAN AND CUTLER

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January 29, 1997

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Mr. Vernon A. Williams, Secretary
Surface Transportation Board
Twelfth Street & Constitution Avenue, N.W.
Washington, DC 20423

RECORDATION NO. 18212-1

JAN 30 1997 -2 25 PM

Re: UtiliCorp United Inc.
Leveraged Lease Financing

Dear Mr. Williams:

I am enclosing for recording pursuant to Section 11301 of Title 49 of the United States Code, three originals of each of the two secondary documents described below, which secondary documents are related to the previously recorded primary documents identified below. As one of the attorneys representing the Note Purchaser in this transaction, I have knowledge of the matters described in this letter.

The enclosed secondary documents are as follows:

(1) Lease Supplement No. 6, dated January 30, 1997, between Fleet National Bank (formerly known as Shawmut Bank Connecticut, National Association), as Lessor, and UtiliCorp United Inc., as Lessee; and

(2) Security Agreement Supplement No. 6, dated January 30, 1997, between Fleet National Bank (formerly known as Shawmut Bank Connecticut, National Association), as Owner Trustee, and Wilmington Trust Company, as Security Trustee.

The primary documents to which the secondary documents are connected are as follows:

(1) Railcar Lease, dated as of April 29, 1993, between Fleet National Bank (formerly known as Shawmut Bank Connecticut, National Association), as lessor (the "Lessor"), and UtiliCorp United Inc., as lessee (the "Lessee"), which was recorded on April 29, 1993 and assigned recordation number 18217; and

(2) Security Agreement - Trust Deed, dated as of April 29, 1993, between Fleet National Bank (formerly known as Shawmut Bank Connecticut, National Association), as owner trustee (the "Owner Trustee"), and Wilmington Trust Company, as security trustee (the "Security Trustee"), which was recorded on April 29, 1993 and assigned recordation number 18217-A.

SECURITY AGREEMENT SUPPLEMENT NO. 6

SECURITY AGREEMENT SUPPLEMENT No. 6, dated January 30, 1997, between Fleet National Bank (formerly known as Shawmut Bank Connecticut, National Association), not individually but solely as owner trustee (the "Debtor") under the Trust Agreement dated as of April 29, 1993, (the "Trust Agreement") for the benefit of Norwest Bank Minnesota, National Association, a national banking association (the "Owner Participant"), and Wilmington Trust Company, as security trustee (the "Security Trustee") under the Security Agreement--Trust Deed dated as of April 29, 1993 from the Debtor to the Security Trustee (as amended and supplemented to the date hereof, the "Security Agreement").

WITNESSETH:

WHEREAS, the Security Agreement provides for the execution and delivery from time to time of Security Agreement Supplements substantially in the form hereof each of which shall particularly describe the Equipment (such term and other defined terms in the Security Agreement being herein used with the same meaning) included in the Collateral and subject to the security interest of the Security Agreement; and

WHEREAS, certain Items of Equipment have been subject to an Event of Loss (the "Destroyed Equipment") and are to be released from the lien of the Security Agreement upon delivery of Replacement Items pursuant to Section 15 of the Lease;

NOW, THEREFORE, TO SECURE THE PAYMENT when and as due and payable of the principal of and the premium, if any, and interest on the Notes, and to secure the payment of all other indebtedness which the Security Agreement by its terms secures and compliance with all the terms of the Security Agreement and of such Notes, the Debtor does hereby create and grant to the Security Trustee and to its successors and assigns a security interest in the following properties:

(a) all the Replacement Items of property and equipment described in Schedule A annexed hereto;

(b) all accessories, equipment, parts and appurtenances appertaining or attached to any Items of property and equipment described in said Schedule A, whether now owned or hereafter acquired, except such thereof as remain the property of the Lessee under the Lease, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to the Equipment, except such thereof as remain the property of the Lessee under the Lease; and

(c) all rents, issues, income, profits and proceeds arising from or in connection with any of the foregoing, subject always to the exceptions, reservations and limitations

contained in the section entitled "EXCEPTED RIGHTS IN COLLATERAL" of the Security Agreement.

SAVING AND EXCEPTING, however, from the properties in which a security interest is hereby created and granted, all property saved and excepted from the coverage of the granting clauses of the Security Agreement by the section entitled "EXCEPTED RIGHTS IN COLLATERAL" immediately following the granting clauses thereof.

The Debtor hereby binds itself, its successors and assigns, to warrant and forever defend to the Security Trustee and its successors and assigns the security interest hereby created and granted.

The Security Trustee hereby releases from the lien of the Security Agreement the Items of Destroyed Equipment listed in Schedule B attached hereto.

This Supplement shall be construed as supplemental to the Security Agreement and shall form a part of it and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

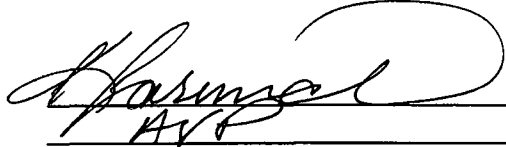
This Supplement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

This Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of Missouri, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Debtor and the Security Trustee have caused this Supplement to be executed, as of the day and year first above written.

FLEET NATIONAL BANK,
not individually but solely as Owner Trustee

By:
Its



DEBTOR

WILMINGTON TRUST COMPANY, not in its
individual capacity but solely as Security Trustee

By:
Its

SECURITY TRUSTEE

IN WITNESS WHEREOF, the Debtor and the Security Trustee have caused this Supplement to be executed, as of the day and year first above written.

FLEET NATIONAL BANK,
not individually but solely as Owner Trustee

By: _____
Its _____
DEBTOR

WILMINGTON TRUST COMPANY, not in its
individual capacity but solely as Security Trustee

By:  _____
Its _____
ANNE E. ROBERTS
Financial Services Officer
SECURITY TRUSTEE

STATE OF Connecticut)

COUNTY OF Hartford)

SS.

On this _____ day of January, 1997, before me personally appeared Kathy A. -
Harimare, to me personally known, being by me duly sworn, says that he is a
Art of Fleet National Bank, that said instrument was signed on behalf of said
corporation by authority of its Board of Directors; and (s)he acknowledged that the execution of
the foregoing instrument was the free act and deed of said corporation.

Curtis P. Collette
Notary Public

My Commission Expires:

CURTIS P. COLLETTE
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2001

STATE OF DELAWARE)

) SS.

COUNTY OF NEW CASTLE)

On this _____ day of January, 1997, before me personally appeared
_____, to me personally known, being by me duly sworn, says that (s)he is a(n)
_____ of Wilmington Trust Company, that said instrument was signed on behalf
of said corporation by authority of its Board of Directors; and (s)he acknowledged that the
execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My Commission Expires:

STATE OF _____)
)
COUNTY OF _____) SS.

On this _____ day of January, 1997, before me personally appeared _____, to me personally known, being by me duly sworn, says that he is a _____ of Fleet National Bank, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My Commission Expires:

STATE OF DELAWARE)
)
COUNTY OF NEW CASTLE) SS.

On this 28th day of January, 1997, before me personally appeared Carl Roberts, to me personally known, being by me duly sworn, says that (s)he is a(n) Fin Services Officer of Wilmington Trust Company, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Cheryl Ann MacNeill
Notary Public

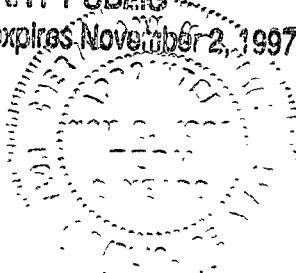
(SEAL)

My Commission Expires:

CHERYL ANN MACNEILL

NOTARY PUBLIC

My commission expires **November 2, 1997**



SCHEDULE A

DESCRIPTION OF REPLACEMENT ITEMS OF EQUIPMENT

<u>Car Mark</u>	<u>Car Number</u>	<u>Acceptance Date</u>
MPSX	97001	1/30/97
MPSX	97002	1/30/97
MPSX	97003	1/30/97
MPSX	97004	1/30/97
MPSX	97005	1/30/97
MPSX	97006	1/30/97
MPSX	97007	1/30/97
MPSX	97008	1/30/97
MPSX	97009	1/30/97
MPSX	97010	1/30/97
MPSX	97011	1/30/97
MPSX	97012	1/30/97
MPSX	97013	1/30/97
MPSX	97014	1/30/97
MPSX	97015	1/30/97
MPSX	97016	1/30/97
MPSX	97017	1/30/97
MPSX	97018	1/30/97
MPSX	97019	1/30/97
MPSX	97020	1/30/97
MPSX	97021	1/30/97
MPSX	97022	1/30/97
MPSX	97023	1/30/97
MPSX	97024	1/30/97
MPSX	97025	1/30/97
MPSX	97026	1/30/97
MPSX	97027	1/30/97
MPSX	97028	1/30/97
MPSX	97029	1/30/97
MPSX	97030	1/30/97
MPSX	97031	1/30/97
MPSX	97032	1/30/97
MPSX	97033	1/30/97
MPSX	97034	1/30/97
MPSX	97035	1/30/97
MPSX	97036	1/30/97

SCHEDULE B

DESCRIPTION OF DESTROYED EQUIPMENT

<u>Car Mark</u>	<u>Car Number</u>
MPSX	93068
MPSX	93229
MPSX	93226
MPSX	93219
MPSX	93191
MPSX	93084
MPSX	93010
MPSX	93049
MPSX	93116
MPSX	93177
MPSX	93185
MPSX	93217
MPSX	93149
MPSX	93015
MPSX	93027
MPSX	93208
MPSX	93200
MPSX	93188
MPSX	93187
MPSX	93123
MPSX	93201
MPSX	93065
MPSX	93074
MPSX	93132
MPSX	93212
MPSX	93146
MPSX	93087
MPSX	93072
MPSX	93136
MPSX	93161
MPSX	93090
MPSX	93060
MPSX	93052
MPSX	93028
MPSX	93182
MPSX	93110